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12 **UNITED STATES DISTRICT COURT**  
13 **EASTERN DISTRICT OF WASHINGTON**

14 STATE OF WASHINGTON,

15 NO. 2:17-CV-0149-TOR

16 Plaintiff,

17 STIPULATED  
18 CONFIDENTIALITY  
19 AGREEMENT AND  
20 PROTECTIVE ORDER

21 v.

22 HORNING BROTHERS,  
23 L.L.C., and HERMILIO CRUZ,  
24 in his individual capacity and  
25 as a member of the marital  
community of HERMILIO  
CRUZ and CLAUDIA  
SANCHEZ,

26 Defendants.

17 SOCORRO DIAZ SILVAS,  
18 ROXANA RODRIGUEZ DE  
19 ALFARO, YESICA  
20 CABRERA NAVARRO,  
21 YASMIN CABRERA  
22 NAVARRO, and SAMANTHA  
23 MENDOZA,

24 Plaintiffs-Intervenors,

25 v.

26 HORNING BROTHERS,  
L.L.C.,

Defendant.

STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE ORDER

ATTORNEY GENERAL OF WASHINGTON  
Civil Rights Unit  
800 Fifth Avenue, Suite 2000  
Seattle, WA 98104-3188  
(206) 464-7744

1        This is a joint agreement between: the State of Washington; Plaintiffs-  
2        Intervenors Socorro Diaz Silvas, Roxana Rodriguez de Alfaro, Yesica Cabrera  
3  
4        Navarro, Yasmin Cabrera Navarro, and Samantha Mendoza; Defendant Horning  
5        Brothers, L.L.C.; and Defendant Hermilo Cruz (“the parties”). The parties expect  
6        that disclosure of documents in this case may involve the exchange of  
7  
8        confidential information, as identified herein, that is covered by the scope of  
9        Federal Rule of Civil Procedure 26(c).

10        Accordingly, the parties stipulate and agree to, and the Court finds good  
11        cause for, entry of this Confidentiality Agreement and Protective Order pursuant  
12        to Federal Rule of Civil Procedure 26(c).

14        It is hereby ordered that:

16        **A. Designation of Confidential Information**

17        1. “Confidential Information” refers to any record, document, tangible  
18        thing, discovery response, testimony, information, or other material  
19        disclosed or to be disclosed through formal or informal discovery or  
20        otherwise in the course of this litigation that contains: physical and  
21        mental health information; personal and business financial and tax  
22        information; immigration information or status; home address, home  
23  
24

1 phone number, cell phone number, or email address information;  
2 passport numbers, drivers' license numbers, resident identification  
3 numbers, social security numbers, or alien numbers; and birthdates.  
4

5 2. Any party may designate any record, document, tangible thing,  
6 discovery response, testimony, information, or other material as  
7 confidential. All documents, tangible things, discovery responses,  
8 testimony information, or other materials containing confidential  
9 information pursuant to this Order shall be marked  
10  
11 “CONFIDENTIAL.” Such designation shall, without more, subject the  
12 information produced or provided under such designation to the  
13 provisions of this Confidentiality Agreement and Protective Order.  
14  
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16 3. Counsel for any party may designate deposition testimony or part of  
17 any deposition testimony as confidential by advising the court reporter  
18 and counsel of such designation during the course of the deposition.  
19  
20

21 4. Confidential information includes all material designated confidential  
22 pursuant to the terms of this Order, as well as summaries and  
23 compilations derived from such confidential material, including but not  
24 limited to charts, tables, models, and textual summaries, to the extent  
25  
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1 that the material retains restricted information as defined by Paragraph  
2 A.1. above (i.e. "Confidential Information").  
3

4 5. Inadvertent failure to designate a document as confidential may be  
5 corrected by supplemental written notice given as soon as practicable.  
6

7 6. The parties must have a good-faith basis in fact and in law to designate  
8 material as confidential.  
9

10 7. If any party objects to the designation of any information as  
11 confidential, that party shall confer with the party designating the  
12 information as confidential in an effort to resolve any dispute. If the  
13 parties are unable to resolve such dispute, the party designating the  
14 material as confidential may move to have the Court declare the  
15 contested information confidential.  
16

17 8. If non-confidential information is contained in or otherwise derived  
18 from confidential materials, any portion that consists solely of non-  
19 confidential information shall not be confidential for purposes of this  
20 Order.  
21

22 **B. Treatment of Confidential Information**  
23

24 1. In any judicial proceeding in which confidential information may  
25 become part of a written submission to the Court, the party making the  
26

1 submission will provide reasonable notice of the submission to  
2 opposing counsel so that the parties may confer regarding removing the  
3 designation, redacting the document, or so that opposing counsel can  
4 seek, if necessary, an order from the Court protecting the confidentiality  
5 of the document—including an order that the document be redacted or  
6 filed under seal—subject to the Court’s review on a document-by-  
7 document basis.

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10 2. If confidential testimony or information is filed under seal, the entire  
11 filing or submission containing the confidential information shall be  
12 made under seal.

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14 3. Except as provided herein, no party having access to confidential  
15 information shall make public disclosures of that material without  
16 further order of this Court. Information designated as confidential shall  
17 be held in the strictest confidence and maintained securely.

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19 4. If a party learns that, by inadvertence or otherwise, it has disclosed  
20 confidential material to any person or in any circumstance not  
21 authorized by this Order, that party must immediately (1) notify the  
22 other parties in writing of the unauthorized disclosure, (2) inform the  
23 person or persons to whom unauthorized disclosures were made of all  
24

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1 the terms of this Order, (3) use best efforts to retrieve all copies of the  
2 confidential material, and (4) request that such person execute the  
3 Acknowledgment of Confidentiality Agreement and Protective Order,  
4 appended hereto as Attachment A.

5 5. Upon conclusion of this case, including any appeals, all originals and  
6 copies of confidential materials, including all summaries thereof, shall  
7 be returned to the producing party's counsel or representative or  
8 destroyed, unless (1) otherwise ordered by the Court for good cause  
9 shown, (2) the return or destruction of such materials is prohibited by  
10 law, or (3) the document has been filed with the Court in unredacted  
11 form or used as an exhibit.

12 6. Notwithstanding anything to the contrary herein, the parties to this  
13 action shall have no obligation under this Order with respect to  
14 information that (1) is or becomes publicly available (except by  
15 unauthorized disclosure), or (2) is received from a third-party who is  
16 rightfully in possession of such information and who has the right to  
17 disclose it.

### **C. Access to Confidential Information**

1. Access to confidential information shall be limited to individuals who must handle such information for purposes of this litigation (“qualified persons”). Individuals authorized to handle confidential information include:
  - a. The Court and its officers;
  - b. Court reporters, their assistants, and administrative staff;
  - c. The parties and their counsel, including counsel’s paralegals, administrative staff, or contractors;
  - d. Any mediator or other third-party neutral used to attempt to resolve this litigation;
  - e. Witnesses, potential witnesses, and their counsel to the extent necessary in preparation for or during the course of depositions, hearings, interviews, or trial in this action;
  - f. Experts and consultants, including their employees and administrative staff, who are employed, retained, or otherwise consulted by counsel or any party for the purpose of providing information or opinions to assist in this litigation.

1           2. All individuals who fall within categories C(1)(e)–(f) above who  
2           review confidential information must first execute the  
3           Acknowledgment of Confidentiality Agreement and Protective Order,  
4           appended hereto as Attachment A, stating that they will abide by the  
5           terms of this Order. Copies of all Acknowledgments of Confidentiality  
6           Agreement and Protective Order executed pursuant to this paragraph  
7           shall be kept by counsel who provided the confidential information for  
8           review. For witnesses required to be disclosed by the Federal Rules of  
9           Civil Procedure, copies of the executed Acknowledgment of  
10           Confidentiality Agreement and Protective Order shall be disclosed to  
11           opposing counsel not later than the disclosure date of the witness list for  
12           trial.

17           **D. Other Litigation**

18           1. If a party in receipt of confidential information (“receiving party”) is  
19           served with a discovery request, subpoena, civil investigative demand,  
20           or an order from any court or other authority that would compel  
21           disclosure of any information or items bearing the designation  
22           “CONFIDENTIAL,” the receiving party shall so notify the party that  
23           designated the material confidential (“designating party”) in writing,  
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1 including a copy of the discovery request, subpoena, civil investigative  
2 demand, or order as soon as reasonably practicable.  
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4 2. The receiving party must immediately inform the party who caused the  
5 discovery request, subpoena, civil investigative demand, or order to  
6 issue in the other litigation that some or all of responsive materials is  
7 the subject of this Confidentiality Agreement and Protective Order.  
8 The receiving party must deliver a copy of this Order promptly to the  
9 party in the other action that issued the discovery request, subpoena,  
10 civil investigative demand, or order to issue.  
11

12 3. If the designating party is unable to secure the voluntary withdrawal of  
13 the discovery request, subpoena, civil investigative demand, or order  
14 that would compel disclosure of any information or items designated  
15 confidential, the designating party may move for the issuance of an  
16 order to quash, strike, or modify the discovery request, subpoena, civil  
17 investigative demand, or order. The burden and expense shall be on the  
18 designating party to obtain an order staying production. In the absence  
19 of an order staying, limiting, or barring production, the Federal Rules of  
20 Civil Procedure regarding discovery remain in effect.  
21  
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## **E. Scope and Enforcement of Order**

1. Except as otherwise provided herein, the restrictions and obligations provided in this Order shall not terminate upon the conclusion of this lawsuit but shall continue subject to order of this Court.
2. Entering into, agreeing to, and/or complying with the terms of this Order shall not:
  - a. Operate as an admission that any particular discovery material constitutes, contains, or reflects confidential matter;
  - b. Operate as a requirement that any attorney produce his or her own attorney work product;
  - c. Prejudice the rights of any party to object to the production of documents or information it considers non-discoverable, or to seek a Court determination whether particular discovery materials should be protected;
  - d. Prejudice a party from seeking modification or rescission of this Confidentiality Agreement and Protective Order; or
  - e. Limit a party's right to seek additional protective orders as may become necessary due to a change in circumstances or for other good cause shown.

1       3. Any party may petition the Court concerning a violation of this Order  
2           and request any available remedies, including, but not limited to,  
3           contempt proceedings.  
4

5           Dated September 29, 2017.  
6



7           A handwritten signature in blue ink that reads "Thomas O. Rice".  
8           THOMAS O. RICE  
9           Chief United States District Judge  
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## ATTACHMENT A

## Acknowledgment of Confidentiality Agreement and Protective Order

I, \_\_\_\_\_ [print full name], of \_\_\_\_\_ [print or type full address], \_\_\_\_\_ are under penalty of perjury under the laws of the State of Washington that \_\_\_\_\_ read in its entirety and understand the Confidentiality Agreement and \_\_\_\_\_ Executive Order that was issued by the U.S. District Court for the Eastern \_\_\_\_\_ District of Washington, in *State of Washington et al. v. Horning Brothers L.L.C.* \_\_\_\_\_ 2:17-cv-00149-TOR (E.D. Wash.).

I agree to comply with and to be bound by all the terms of this Confidentiality Agreement and Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I promise that I will not disclose in any manner any information or item that is subject to this Confidentiality Agreement and Protective Order to any person or entity except in strict compliance with the provisions of the Confidentiality Agreement and Protective Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Eastern District of Washington for the purpose of enforcing the terms of this

1 Confidentiality Agreement and Protective Order, even if such enforcement  
2 proceedings occur after termination of this action.  
3  
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5 Date: \_\_\_\_\_  
6  
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8 City and State where sworn and signed: \_\_\_\_\_  
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11 Printed name: \_\_\_\_\_  
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14 Signature: \_\_\_\_\_  
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